

### **Purpose**

This document regulates the general terms and conditions of use of the Portal de Denúncias electronic platform. This platform has been developed in response to Law No. 93/2021 of 20 December, and ACIN - iCloud Solutions, Lda. provides it to entities wanting to use an electronic reporting channel.

ACIN - iCloud Solutions, Lda. is the company that holds all intellectual property rights of Portal de Denúncias.

### **Description of the Platform**

Portal de Denúncias is an online channel that allows entities to have an internal or external channel, in accordance with the provisions of Law No. 93/2021, of 20 December.

To this end, the platform has functionalities that enable whistleblowers to report a complaint, while safeguarding the anonymity of their identity and confidentiality, as well as entities to manage the violations reported through the channel.

### **Registration**

Registration on the platform portal is carried out by the customer service team assigned to the service, once the proposal has been awarded and the entity has been configured on the portal.

### **Service Access**

In the case of entities, access to the functionalities of the electronic platform is based on a user name (“User”) and a password (“Password”) defined by the user. Users can change their access password at any time.

In the case of whistleblowers, and if they want to remain anonymous, they should save the code provided when submitting the complaint, in order to be able to consult the status of the complaint at a later date. If the whistleblower does not want to remain anonymous, he/she will receive e-mail notifications (associated with the complaint) on the status and changes made to the complaint.

### **Support and Assistance Services**

Portal de Denúncias guarantees, on business days, between 09.00 a.m. and 07.00 p.m., support and assistance services, by telephone (providing all its customers with a helpdesk service), e-mail, or in person at our offices.

Portal de Denúncias ensures the availability of a set of basic services, which includes access to all the essential functionalities of the platform, enabling, at the same time, the different users of the platform to carry out their activities.

### **Rights and Obligations**

The following are the obligations of ACIN - iCloud Solutions, Lda. towards:

- The entities
  1. To guarantee the confidentiality of the information, restricting access to the platform by means of identification, authentication and identity validation processes;
  2. To ensure the integrity of information, through processes that prevent destruction, loss, diversion, violation of access and modification, illegitimate or unauthorized exposure;
  3. To provide information on the Information Security Policy adopted by ACIN – iCloud Solutions, Lda.;
  4. To use all human, material and computer resources required and appropriate for the provision of the service;

5. To maintain access to the platform, and provide, in exportable format, whenever requested by the entity, all the information stored for consultation (user information, history of complaints and other available information).
- The whistleblowers
    1. To guarantee anonymity (if requested) and confidentiality of information by limiting access to the platform through identification, authentication and identity validation processes (where appropriate);
    2. To ensure the integrity of information, through processes that prevent destruction, loss, diversion, violation of access and modification, illegitimate or unauthorized exposure;
    3. To provide information on the Information Security Policy adopted by ACIN – iCloud Solutions, Lda.;
    4. To use all human, material and computer resources required and appropriate for the provision of the service.

The following are the rights of ACIN – iCloud Solutions, Lda. towards the entity:

1. To cease, cancel or revoke access to the platform if the integrity, confidentiality and availability of information is compromised;
2. To cease, cancel or revoke access to the platform if the user of the entity does not comply with the terms and requirements referred to in this document;
3. To amend the general terms and conditions of registration, which will be informed to the entity in advance by electronic means.

The following are the obligations of the entity (including its representatives and agents) towards ACIN – iCloud Solutions, Lda.:

1. To ensure that all users comply with the general terms and conditions of registration described by ACIN - iCloud Solutions, Lda. in this document;
2. Not to publish, submit or allow the submission of any defamatory, illegal or abusive information, through the platform;
3. Not to use access technology to obtain codified documentation or other technical aspects of programming through the platform;
4. To maintain the confidentiality of the access password and to prevent its abusive use, assuming full responsibility for its use by third parties in the access to services provided on this platform.

### **Responsibilities**

ACIN - iCloud Solutions, Lda. will use all possible means to guarantee the technological and human resources necessary to comply with and respond efficiently to all the services provided by the platform.

The following are the responsibilities of ACIN – iCloud Solutions, Lda towards:

- The entity
  1. The attribution of access;
  2. Support in the management of the platform and the creation of users.
- The whistleblowers
  1. The attribution of access to a complaint lodged by a whistleblower through:
    - a. A code (where anonymity is requested)
    - b. The mailbox of the e-mail address associated with the submitted complaint.

However, ACIN – iCloud Solutions, Lda shall not be liable for the following aspects:

1. The content of the information created on the platform through the complaints made by the whistleblowers and the responses given by the entities, as ACIN does not analyse, review, add to or modify the information contained therein;
2. The loss of information, attributable to the entities;
3. The compliance with the processing response times of complaints as defined in Law No. 93/2021, of 20 December by the entity managing the whistleblowing portal;
4. The occurrence of a dispute between the whistleblower and the entities managing the whistleblowing portal, being ACIN - iCloud Solutions, Lda. unable to provide information in its possession that may be useful for the resolution of any dispute, to whomsoever, except by judicial or similar decision, adopted by an authority with due competence for such purpose.

The following are the responsibilities of the entity (including its representatives and agents) towards ACIN – iCloud Solutions, Lda.:

1. To notify ACIN - iCloud Solutions, Lda. when it becomes aware of any unlawful behaviour or access violation involving its session;
2. To comply with all obligations resulting from this agreement;
3. The activities of its representatives or agents;
4. Payments agreed in the proposal or contract.

#### **Resolutions, Terms and Non-Compliance**

Non-compliance with the obligations of the entity, mentioned in this contract, entitles ACIN - iCloud Solutions, Lda. the right to cease, revoke or cancel the access to the platform if the User does not comply with the terms and conditions of the agreement, or due to technical reasons.

#### **Service Levels**

ACIN - iCloud Solutions, Lda. guarantees the compliance with the following service levels:

<b>Maximum 1st e-mail reply time (business days)</b>	<b>R.T.O.</b>	<b>R.P.O.</b>	<b>General Availability of the Solution</b>
60 m   <= 120 min	< 4h	24 h	99,90%

Continuous monitoring, supported by a powerful technology infrastructure, comprising a set of state-of-the-art technical and technological means, through the integration and automation of Service Management System processes, in accordance with ISO 20000, as well as performance reports, enables to assess the effectiveness and improve the responsiveness in the event of a possible anomaly in the provision of services.

#### **Entity and Whistleblower Data**

The data collected is used for the contractual purposes entered into with the entity, as well as for sending newsletters or promotions on the platforms marketed by ACIN - iCloud Solutions, Lda., provided that it does not indicate its non-acceptance at the time of accessing the portal.

The data of the whistleblower will be visible to the entities subject of the complaint if the whistleblower does not request anonymity.

#### **Confidentiality of the Data of the Entity and of the Whistleblower**

Data comprising the profile of the entity are: name, tax identification number and domain code. This data is entered by the support team assigned to the service, in accordance with the information provided by the entity itself. The data is used solely for contractual purposes and is protected in accordance with the privacy policy of ACIN - iCloud Solutions, Lda.

The entities managing the reporting channel can create users, for which it is necessary to identify data such as: name and e-mail address.

The data of the whistleblower will always be confidential, except when anonymity is requested, as no data of the whistleblower will be collected and, when recordings are added, the voice will be distorted.

#### **Data Retention**

Information relating to complaints and the processing of complaints is stored on the platform for an indefinite period of time.

The data will be anonymised when the user entities of Portal de Denúncias request the deletion of the information.

#### **Price and Payment of the Service**

The cost of the services provided by Portal de Denúncias will be subject to the award of a proposal.

#### **Refunds**

No refund policy applies to services provided through Portal de Denúncias.

#### **Duration and Amendments**

The renewal of the contracted service will be managed by the customer service team assigned to the platform services and will have the duration agreed in the bid.

#### **Subcontracting**

Portal de Denúncias subcontracts:

- PayPayUE – *Instituição de Pagamento, Unipessoal, Lda* – for the processing of payments via ATM, credit/debit card and MBWAY;
- The iGEST platform for invoicing;
- Salesforce - CRM for the management of demonstrations requests, emails and phone calls.

#### **General and DPO Contacts**

All users and stakeholders should use appropriate means for collective communication. Such means may include email, letters by post, or other means depending on the criticality and subject matter.

Telephone calls are recorded for quality control purposes, with appropriate authorisation from the National Commission for Data Protection (*Comissão Nacional de Proteção de Dados - CNPD*). In the absence of consent for recording, contact should be made by other means.

<b>Name</b>	<b>Responsible entity</b>
Address	ACIN – iCloud Solutions Lda Estrada Regional 104 N <sup>o</sup> 42-A 9350-203 Ribeira Brava, Madeira, Portugal
E-mail address	<a href="mailto:apoio@portaldedenuncias.pt">apoio@portaldedenuncias.pt</a>
Website	<a href="https://portaldedenuncias.pt">https://portaldedenuncias.pt</a>
Telephone	707 451 451 <sup>1</sup> <sup>1</sup> Maximum amount payable per minute: 0.09 € (+VAT) for calls originating on fixed networks and 0.13 € (+VAT) for calls originating on mobile networks

In case of doubt or any incident relating to data protection, users of the platform can contact the Data Protection Officers (DPO - Art. 37, GDPR), appointed by the top management of the ACIN group. These professionals are available to provide assistance to Portal de Denúncias users and also to collaborate with the competent supervisory authority: National Commission for Data Protection (*Comissão Nacional de Proteção de Dados - CNPD*). These professionals can be contacted by e-mail at [dpo@acin.pt](mailto:dpo@acin.pt) or by telephone at 707 451 451<sup>1</sup>.

**Applicable Legislation and Competent Jurisdiction**

Any dispute arising out of the interpretation or implementation hereof shall be governed by the laws of Portugal. For the resolution of such disputes, the parties choose the jurisdiction of the Judicial District of Funchal, excluding any other jurisdiction.

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